

# EXHIBIT 5

MESSAGE RCVD 3/22/1995 15:46:51 3631 INBOUND PORT 1  
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 FAX VERIFICATION 6752 001.2 MINS  
 ON 03/22/95 16:16 TO- 9186621057 9186621057  
 CMID-003624 DEPT-PC  
 003624 :PC AT18:15 03-21  
 9186621057  
 BT

GOOD AFTERNOON, THIS IS TAUBER OIL COMPANY--HOUSTON, TEXAS U.S.A.

MARCH 22, 1995

ATTN: MR. FRED SISSON  
 COMPANY: PHILLIPS CHEMICAL COMPANY  
 DIVISION OF PHILLIPS PETROLEUM COMPANY  
 ADDRESS: ADAMS BUILDING  
 ROOM 8B10  
 BARTLESVILLE, OK. 74004

INVOICE: SAME

ATTN: MARILYN DUGAN

ADDRESS: SAME

RE: TAUBER OIL COMPANY SALES ACKNOWLEDGEMENT NO. S-39688

THIS TELEXED SALES CONTRACT, ALONG WITH TAUBER OIL COMPANY'S  
 GENERAL TERMS AND CONDITIONS DATED MAY 20, 1988 AS AMENDED JULY 10,  
 1989, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN FRED SISSON AND  
 SCOTT PODSEDNIK ON THIS DATE. WHEREIN TAUBER OIL COMPANY HAS AGREED  
 TO SELL PHILLIPS CHEMICAL COMPANY DIVISION OF PHILLIPS PETROLEUM  
 COMPANY THE FOLLOWING:

QUANTITY: 20,000 BARRELS +/- 5 PCT

PRODUCT: MTBE-MEETING 95 WT. PCT. MIN. PURITY  
 MEOH .5 WT. PCT MAX.  
 H2O 1500 PPM MAX.

PRICE: USD 0.73 PER NET GALLON-PLUS SUPERFUND FEE

RECEIVING PARTY SHALL PROMPTLY REIMBURSE  
 DELIVERY PARTY FOR ALL APPLICABLE FEDERAL, STATE,  
 AND LOCAL TAXES/FEE'S AND OTHER CHARGES WITH  
 RESPECT TO DELIVERY OF THE PRODUCT(S) BY THE  
 DELIVERY PARTY.

F.O.B.: HOUSTON/TEXAS CITY, TEXAS

SHIPPING PERIOD: MARCH, 1995

PAYMENT TERMS: WIRE TRANSFER TEN (10) DAYS AFTER BILL OF  
 LADING DATE.

SHIP VIA: TANKER/BARGE

73-88-01165

Law

TAUBER002059

INSPECTIONS: INSPECTION FOR QUALITY AND QUANTITY IS TO BE PERFORMED BY A LICENSED PETROLEUM INSPECTOR AT POINT OF LOADING. QUANTITY IS TO BE BASED ON STATIC SHORE TANK DOWN GAUGES AND QUALITY IS TO BE BASED ON SHORE TANK COMPOSITE SAMPLES. COST OF SUCH INSPECTION TO BE BORNE EQUALLY BETWEEN BUYER AND SELLER.

TITLE TO: TITLE TO AND RISK OF LOSS OF PRODUCT SHALL PASS FROM SELLER TO BUYER AT THE FLANGE CONNECTION BETWEEN THE TERMINAL DISCHARGE LINE AND THE TANKER/BARGE RECEIVING LINE.

DEMURRAGE: DEMURRAGE WILL BE PAYABLE PER RUNNING HOUR OR PRO RATA FOR PART THEREOF FOR ALL USED LAYTIME PER CHARTER PARTY UNLESS SUPPLIERS MARINE PROVISIONS GOVERN.

TAUBER OIL COMPANY SHALL BE DISCHARGED AND RELEASED FROM ALL LIABILITY OF DEMURRAGE UNDER THIS AGREEMENT, UNLESS THE CLAIM HAS BEEN PRESENTED IN WRITING WITH SUPPORTING DOCUMENTS WITHIN NINETY (90) DAYS UPON COMPLETION OF MOVEMENT.

IF MATERIAL IS LOADED AT A PUBLIC TERMINAL VESSEL'S ARE LOADED ON A FIRST COME FIRST SERVE BASIS ONLY, THEREFORE, LAYTIME SHALL NOT COMMENCE UNTIL VESSEL ACTUALLY OBTAINS A DOCK.

M.S.D.S.: SELLER REPRESENTS THAT IT HAS PROVIDED OR WILL PROVIDE BUYER UPON REQUEST WITH AN APPROPRIATE MATERIAL SAFETY DATA SHEET, LABELS AND ANY UPDATED INFORMATION FOR THE PRODUCTS IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AT OR PRIOR TO THE TIME OF DELIVERY.

1990 INCOTERMS TO GOVERN UNLESS OTHERWISE STIPULATED IN THIS AGREEMENT.

PLEASE ADVISE YOUR AGREEMENT TO THE FOREGOING BY RETURN TELEX WITHIN 24 HOURS. IN THE EVENT WE DO NOT RECEIVE YOUR REPLY AS REQUESTED, THEN THIS CONTRACT SHALL BE THE GOVERNING INSTRUMENT.

REGARDS,

SCOTT PODSEDNIK  
MCI TELEX NUMBER: 6868905 TAUBER (PRIMARY NUMBER)  
TELEX NUMBER: 76-2757 TAUBER HOU  
TWX NUMBER: 910-881-1645 TAUBOIL HOU  
FAX NUMBER: 713-869-8069  
TRT NUMBER: 1561535 TAUBER HOU

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